

ORDER 2019-168

IN RE SETTLEMENT AGREEMENT

**CAESARS RIVERBOAT CASINO, LLC d/b/a HORSESHOE CASINO HOTEL
SOUTHERN INDIANA
19-CS-03**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

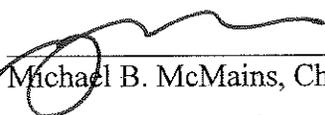
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

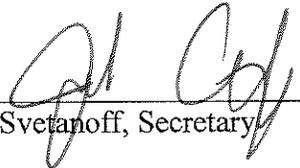
IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	19-CS-03
d/b/a HORSESHOE CASINO HOTEL)	
SOUTHERN INDIANA)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Caesars Riverboat Casino, LLC d/b/a Horseshoe Casino Hotel Southern Indiana (“Horseshoe South”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

COUNT I

1. 68 IAC 15-12-3(a) states live gaming device fills shall proceed in the following manner:
 - (1) The appropriate occupational licensee shall initiate a live gaming device fill by completing an input form. The input form is either carried to the casino cage or the information is electronically transmitted to the casino cage.
 - (2) The appropriate occupational licensee uses the input form to prepare and print a live gaming device fill slip.
 - (3) Surveillance shall be notified that a live gaming device fill is being processed.
 - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips and the fill slip to the security officer.
 - (5) The security officer shall verify that the denomination and amount of chips match the amount on the fill slip. The security officer shall sign the fill slip after verifying the chips match the fill slips. The security officer who begins the live gaming device fill must complete the process of witnessing, escorting, and signing the appropriate documentation to verify that the live gaming device fill was completed. If there is a discrepancy with the live gaming device fill, the same security officer who began the live gaming device fill must accompany the fill back to the cage to resolve the discrepancy.
 - (6) The casino cashier shall retain one (1) copy of the fill slip in the casino cage.
 - (7) The security officer shall transport the chips to the appropriate pit area.
 - (8) The appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.

(9) If the amounts in subdivision (4) agree, the occupational licensee who counted the fill shall sign the fill slip. The pit supervisor or the equivalent shall also sign the fill slip. A copy of the fill slip or the original shall be inserted into the drop box of the live gaming device that received the fill. A copy of the fill slip or the original fill slip shall be returned to the casino cage.

(10) If the amounts in subdivision (4) do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.

(b) The casino cashier or appropriate department shall use copies of the completed live gaming device fill slip to balance the cage. All completed live gaming device fill slips shall be used to complete the soft count.

(c) If a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.

2. Horseshoe South's approved internal control procedures, C-9, describe the procedures for table fills.
3. On April 14, 2019, surveillance notified a Gaming Agent that surveillance had not been notified of a table fill in the amount \$15,200.
4. On April 27, 2019, surveillance notified a Gaming Agent that an error with a table fill had occurred. A review of surveillance coverage determined that a table fill was requested in the amount of \$22,560. The table was short by \$2,000 in green \$25 chips. The Dealer and Floor Supervisor accepted the incorrect table fill.
5. On May 8, 2019, surveillance notified a Gaming Agent that an error with a table fill had occurred. The incorrect table fill was identified by the Floor Supervisor, however, the Floor Supervisor failed to properly void the table fill.
6. 68 IAC 14-7-4(a) states before the initial use of the roulette wheel at a roulette table, the wheel shall be inspected and balanced by or in the presence of a Gaming Agent using a balancing level.
7. On May 21, 2019, a Gaming Agent was performing roulette wheel inspections on the casino floor when the Gaming Agent discovered a roulette game was already in play without inspection. On this same day, a Coast Guard inspection had occurred. When patrons were allowed back on the vessel, a Dealer and Floor Supervisor opened the roulette table and wheel without inspection.
8. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.

9. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
10. Horseshoe South's approved internal control procedures, C-5, describes the procedures for table inventories.
11. On May 11, 2019, surveillance notified Gaming Agents that two Dual Rate Poker Supervisors failed to notify surveillance prior to taking chips off of a poker table.

COUNT II

12. 68 IAC 11-9-2(a) states the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
13. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
14. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
15. Horseshoe South's approved internal control procedures, E-33, describe the procedures for Child Support Intercept Process.
16. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for April 2019. The results of this audit were that one (1) patron was not searched in the CSADR after winning a taxable jackpot.
17. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for May 2019. The results of this audit were that one (1) patron was not searched in the CSADR after winning a taxable jackpot.

COUNT III

18. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
19. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe

the licensee is not complying with licensure conditions or is not complying with this Act or this title.

20. Horseshoe South's approved internal control procedures, G-16, describe the procedures for even exchanges.
21. On February 24, 2019, a Cage Supervisor notified a Gaming Agent of a cage variance. A review of surveillance coverage determined on February 23, 2019, a Cage Cashier requested an even exchange transfer for \$6,000 in red \$5 chips but only received \$5,000. The Cage Cashier counted the funds but failed to verify that she had not received the correct amount. The even exchange transfer came from an employee service window which created a variance for both Cage Cashiers. Both Cage Cashiers failed to verify the funds in the even exchange transfer.
22. On March 28, 2019, surveillance notified a Gaming Agent that two Cage Cashiers did an even exchange without completing the paperwork.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe South by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Horseshoe South's approved internal control procedures. The Commission and Horseshoe South hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe South.

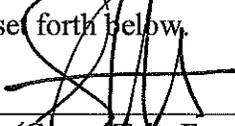
Horseshoe South shall pay to the Commission a total of \$8,500 (\$5,500 for Count I, \$1,000 for Count II and \$2,000 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Horseshoe South agrees to promptly remit payment in the amount of \$8,500 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Horseshoe South.

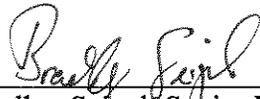
IN WITNESS WHEREOF, the parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Valt, Executive Director
Indiana Gaming Commission

8/26/19

Date



Bradley Seigel, Senior VP & GM
Caesars Riverboat Casino, LLC

8-19-2019

Date